for non-fulfilment of its commitment of export obligation in wheat-bran case on behalf of its Associate M/s Regent International, World Trade Centre Bombay;

(b) whether the corresponding Bank-guarantee of Rs. 2.00 lacs furnished by M/s Regent International Bombay, was not enforced and encashed by NCCF officials in its validity period for non-performance of its contract with NCCF;

(c) whether an enquiry officer had held 2 officer of NCCF responsible for this default;

(d) whether any action has been taken against those officers so far; and

(e) whether M/s Regent International Bombay is the same party which clandestinely exported 9.300 MTs of Rice in 1982 in the name of NCCF?

THE DEPUTY MINISTER IN THE MINISTRY OF FOOD AND CIVIL SUPPLIES (SHRI D. L. BAITHA): (a) Yes, Sir.

(b) Yes, Sir.

(c) Yes, Sir.

(d) NCCF have reported that on the basis of fresh enquiry conducted into the case, one Officer has been found responsible for the default and that the disciplinary action against him is being taken.

(e) Yes, Sir.

Supply of non-controlled textile of Bharat Consumers Cooperative Stores, Hyderabad by NCCF

1212. SHRI ASHWANI KUMAR: Will the Minister of FOOD AND CIVIL UPPLIES be pleased to state:

(a) whether it is a fact that NCCF ombay branch had supplied non-con-olled textile worth Rs. 19 lacs to one on-member, Bharat Consumers ooperative Store, Hyderabad around e year 1984 and substantial amount is still pending to be recovered from the said Store;

(b) whether it is a fact that NCCF has only filed a criminal case against the transporter and has not taken any civil action to recover the amount so far;

(c) whether it is also a fact that civil action to recover NCCF dues from the said Store is now time-barred because of lethargy of some officers;

(d) whether it is also a fact that the Deputy Manager involved in this transaction, was transferred out of Bombay, has been promoted and now posted as Branch Manager, at Bombay instead of taking any action against him; and

(e) if so, who are the officers, involved, why action is not taken against them and for what consideration the involved officer has been brought back to Bombay in promoted capacity?

THE DEPUTY MINISTER IN THE MINISTRY OF FOOD AND CIVIL SUPPLIES (SHRI D.L. BAITHA): (a) to (e) The details are being collected and will be laid on the Table of the House.

Loss to NCCF in replacement of dry dates

1213. SHRI ASHWANI KUMAR: Will the Minister of FOOD AND CIVIL SUPPLIES be pleased to refer the reply to Unstarred Question 2748 given in the Rajya Sabha on the 2nd December, 1988 and state:

(a) whether it is a fact that the carriage contracts dated the 21st December, 1987, with the transporters of dates stocks envisaged a bank guarantee of Rs. 5 Lakhs to be given to NCCF by the contractor for faithful discharge of the said carriage contract;

(b) whether it is also a fact that vide para 8 of the additional contract dated 16.2.1988 with the said contractor, it was unconditionally agreed to by the contractor that in the event of unsatisfactory performance of the contractor, NCCF

shall be fully authorised to forfeit the bank guarantee and can claim even more damages;

(c) whether it is also a fact that the carriage contractor was awarded the job from 10th January, 1988 on the basis of the contract dated the 21st December, 1987, with M/s Khanna Motors; and

(d) if so, whether the NCCF has forfeited the said bank gaurantee, if not, the reasons therefor?

THE DEPUTY MINISTER IN THE MINISTRY OF FOOD AND CIVIL SUPPLIES (SHRI D. L. BAITHA): (a) The NCCF have reported that on 21.12.87, the transporter was asked *inter-alia* to furnish a Bank Gaurantee of Rs. 5 lakhs, on the basis of the quatations offered by the firm. Subsequently, the firm expressed its inability to offer Bank guarantee for Rs. 5 lakhs and in lieu thereof, offered to take payment of freight, octroi etc. after a month from the date of goods transport receipts.

(b) The agreement of 16th February, 1988 is the only agreement signed between the NCCF and the transporter. Para 8 of the agreement provided *inter-alia* for Bank Guarantee against unsatisfactory performance but did not specify any amount. The entire stock was not transported by the transporter because of non-lifting of goods by the local buyer and the alleged malpractices committed by him which is being enquired into by the Crime Branch of Delhi Police.

(c) The transporter started transporting the stocks from 23.12.1987 on the basis of the letter issued by the NCCF and received by him on 21.12.1987.

(d) Yes, Sir, but as stated in (b) above no amount for Bank gaurantee was specified in the agreement. The full performance of the agreement was suspended by NCCF because of non-lifting of stocks by the local buyer and alleged malpractices committed by him.

Loss to NCCF on import of lentils

1214. SHRI PUTTAPAGA RADHA-KRISHNA: Will the Minister of FOOD AND CIVIL SUPPLIES be pleased to state:

(a) whether NCCF suffered huge business losses due to non shipment of 5000 MT of lentils in 1984 when price escalated in the international market subsequent to opening of L/C by NCCF;

(b) whether the enquiry so far establishes that a Deputy Manager in NCCF recommended this deal with the party which is non-exitent as per report of the Indian Mission at Vienna; and

(c) if so, what action has been taken against the concerned Deputy Manager?

THE DEPUTY MINISTER IN THE MINISTRY OF FOOD AND CIVIL SUPPLIES (SHRI D. L. BAITHA): (a) The deal did not materialise resulting in a notional trading loss of Rs. 27.73 lacs which the NCCF could have earned in the event of successful performance of import.

(b) The enquiry conducted by the NCCF did not find any record to indicate any Deputy Manager recommending the said deal. The offer had been made by the foreign party in writing to the then MD and also in person called on the MD who wrote on the offer that the same should be processed. After the contract was entered into and party did not make any supplies though L/C was opened, NCCF sent a notice to the party claiming damages. Those notices were returned unserved. Subsequently Indian Mission wrote that the party did not exist at the given address.

(c) Does not arise in view of the reply to (b) above.